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TELEFAX COVER SHEET

DATE: November 17, 2000

TIME: 9:00 a.m.

PAGES: 3
(including cover)

TO:

Mr. Matthew Cohn, ENF-L

FAX NUMBER:

(303) 312-6953

FROM:

Tom L. Lewis

RE:

Mel and Lerah Parker v. W. R. Grace & Company, et al.

OUR FILE NUMBER:

00-039

FAX OPERATOR:

Jami

MESSAGE: Attached is a letter dated November 16, 2000. Hard copy will follow by first class mail.

IMPORTANT NOTICE - - PLEASE READ

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November 16, 2000

FAXED AND MAILED

Mr. Matthew Cohn, ENF-L
999 18th Street, Suite 500
Denver, CO 80202

RE: Mel and Lerah Parker / Libby Asbestos Site
Our File No. 00-039

Dear Mr. Cohn:

The purpose of this letter is to confirm our most recent telephone discussion, during which you advised that, by the end of next week, you would have a firm proposal concerning the reimbursement for the buildings on Mel and Lerah Parkers' property in Libby. My clients are becoming increasingly troubled about the lack of progress concerning finalization of the Reimbursement Agreement relating to that property. It is extremely important that you meet your deadline for providing EPA's numbers relating to reimbursement for the buildings. The Parkers must achieve closure on this matter by the end of the year through an agreement that fairly compensates them for all of their personal and real property removed or demolished by EPA and its contractors during the clean-up.

As I advised you by telephone, we have committed on behalf of the Parkers to provide affidavits to show that they had no knowledge of the hazardous condition of their property until the press broke the Libby disaster late last year. To further prove that they were innocent purchasers, I enclose a copy of a deposition of Mr. Alan Stringer, W. R. Grace's principle representative in the Libby area. During his deposition he testified under oath that, on behalf of Grace, he personally handled the sale of the property to the Parkers and that he never told them that it was contaminated or hazardous.

We also discussed your concern that the Parkers might be seeking damages in their action against W. R. Grace that would duplicate what they will recover from EPA. As I advised during our telephone discussion, this is not the intent of the action filed on their behalf. The Parkers will not seek damages in their action against Grace, which duplicate the reimbursement they receive from EPA.

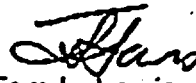
Mr. Matthew Cohn
November 16, 2000
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There is another matter of significant concern for Mr. and Mrs. Parker, which must be discussed here. EPA has taken over the Parkers' property and actually demolished buildings without paying compensation. They are dispossessed of the property and have been advised that EPA's contractors are about to move off the property for the Winter. My clients have not received any assurances from EPA or its contractors, who control the property, that the Parkers' will be held harmless and indemnified for liability that may arise from the condition the property is left in by EPA and its contractors while the property is unoccupied for the Winter. Please provide such assurances before vacating the premises.

I look forward to hearing from you at your earliest convenience.

Thank you.

Yours very truly,



Tom L. Lewis

TLL:jlw

c: Mel and Lerah Parker
Mr. Eric Thueson